

State of Delaware

**Inspection, Testing & Calibration of the Fire Alarms and
Sprinkler Systems & Cleaning of Hoods and Vents**

**Request for Proposal
Contract No. GSS-MU-07-259-RP**

October 8, 2007

**- *Deadline to Respond -*
Tue., December 4, 2007
*1:00 p.m. EST***

October 8, 2007

CONTRACT NO. GSS-MU-07-259-RP

ALL OFFERORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for Inspection, Testing & Calibration of the Fire Alarms and Sprinkler Systems & Cleaning of Hoods and Vents. The proposal consists of the following documents:

REQUEST FOR PROPOSAL - CONTRACT NO. GSS-MU-07-259-RP

- 1 DEFINITIONS and GENERAL PROVISIONS
- 2 SPECIAL PROVISIONS, REQUEST FOR PROPOSAL, AND SCOPE OF WORK
- 3 PROPOSAL REPLY SECTION
 - A - NO PROPOSAL REPLY FORM
 - B - NON-COLLUSION STATEMENT AND ACCEPTANCE
 - C - PROPOSAL SUMMARY
 - D - OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE (OMWBE) APPLICATION

In order for your proposal to be considered, the Proposal Reply Section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number by Tue. Dec. 4, 2007, 1:00 p.m. EST to be considered.

See next page for Mandatory Pre-Bid Meeting information.

Proposals shall be submitted to:

**State of Delaware
Government Support Services
Contracting Section
100 Enterprise Place, Suite 4
Dover, DE 19904**

Please review and follow the information and instructions contained in the General Provisions and this Request for Proposal. Should you need additional information, please contact Roxann Parker at 302-857-4555 or Roxann.parker@state.de.us.

rmp

P/07259RP RFP

PREBID MEETING:

A mandatory pre-bid meeting has been scheduled for **Thurs. Nov. 15, 2007 at 10:00 a.m. in the Blue Hen Conference Room at Government Support Services Office, 100 Enterprise Place Suite 4, Dover, DE 19904.** **This is a mandatory meeting.** If an offeror does not attend this meeting, they shall be disqualified and shall not be considered for further evaluation. Offerors are advised to have their subcontractor attend the meeting. If site inspections are required the offeror shall contact the facility manager to make an appointment.

Offerors are encouraged to **submit questions in writing up until 4:30 p.m., Wed., Nov. 7, 2007**, to Roxann Parker, Government Support Services, 100 Enterprise Place, Suite 4, Dover, DE 19904 or via email to Roxann.parker@state.de.us. Questions will be answered in writing and distributed to all prospective offerors at the mandatory pre-bid meeting.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

REQUEST FOR PROPOSAL
CONTRACT NO.: GSS-MU-07-259-RP

Inspection, Testing & Calibration of the Fire Alarms and Sprinkler Systems & Cleaning of Hoods and Vents

SPECIAL PROVISIONS

1. **COMPETITIVE SEALED PROPOSAL:**

It has been determined by the Director, Office of Management and Budget, pursuant to **Delaware Code Title 29, Chapter 6924 (a)** that this solicitation be offered as a request for competitive sealed proposals because the use of competitive sealed bidding is not in the best interest of the State. The use of competitive sealed proposals is necessary to:

- Conduct Oral or written discussions with offerors concerning technical and price aspects of their proposals;
- Afford offerors an opportunity to revise their proposals;
- Compare the different price, quality and contractual factors of the proposals submitted.

2. **CONTRACT REQUIREMENTS:**

This contract will be issued to cover three (3) sections. 1.) The inspection, testing and calibration of the fire alarm and sprinkler systems in statewide buildings, including school districts, political subdivisions, and volunteer fire companies. The complete list of buildings and equipment for this section can be found in Exhibit "A"; 2.) The inspection, testing and calibration of the fire alarm and sprinkler systems and hood and vent cleaning at the State of Delaware hospital facilities; and 3.) The hood and vent cleaning for the Department of Correction facilities. The **ONLY** portion of the work that may be subcontracted is the cleaning of the hoods and vents in the hospitals and Dept. of Corrections facilities.

3. **MANDATORY USE CONTRACT:**

REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

4. **CONTRACT PERIOD:**

Each contractor's contract shall be valid for a two (2) year period from February 29, 2008 through February 28, 2010. Each contract may be renewed for three (3) one year periods through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

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5. **PRICES:**

Prices and/or rates shall remain firm for the term of the contract, unless further negotiations are deemed necessary by the State.

The pricing policy that you choose to submit must address the following concerns

- a. The structure must be clear, accountable and auditable.
- b. It must cover the full spectrum of services required.
- c. Costs and compensation must be consistent with the rates established or negotiated as a result of this RFP or P.O. issued based on this contract.

6. **PRICE ADJUSTMENT:**

If agreement is reached to extend this contract for the optional years, the Division of Government Support Services shall have the option of offering a determined price adjustment and shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

7. **SHIPPING TERMS:**

F.O.B. destination; freight prepaid.

8. **QUANTITIES:**

The attention of offerors is called to the fact that, unless stated otherwise, the quantities given in the proposal are best estimates and are given as a basis for the comparison of the proposals. Quantities ordered may be increased or decreased by any eligible agency as deemed necessary during the period of the contract.

9. **FUNDING OUT:**

The continuation of this contract is contingent upon funding appropriated by the legislature.

10. **BID BOND REQUIREMENT:**

- A. Bid Bond Waived.

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11. **PERFORMANCE BOND REQUIREMENT:**

A. Performance Bond Waived.

12. **MANDATORY INSURANCE REQUIREMENTS:**

Certificate of Insurance and/or copies of insurance policies for the following:

1. As a part of the contract requirements, the contractor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors shall carry Comprehensive General Liability and at least one of the other coverages depending on the type of service or product being delivered.
 - a. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
 - and
 - b. Medical/Professional Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
 - or
 - c. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000 per occurrence.
 - or
 - d. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

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12. **MANDATORY INSURANCE REQUIREMENTS (Continued):**

2. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
3. Forty-five (45) days written notice of cancellation or material change of any policies shall be required.
4. Before any work is done hereunder, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

**Administrator, Government Support Services
Contract No. GSS-MU-07-259-RP
State of Delaware
100 Enterprise Place, Suite 4
Dover, DE 19904**

Note: The State of Delaware shall not be named as an additional insured.

13. **STATE OF DELAWARE BUSINESS LICENSE:**

Prior to receiving an award, the successful contractor shall either furnish Government Support Services with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200 -- Public Service, (302) 577-8205 -- Licensing Department.

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

14. **HOLD HARMLESS:**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

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15. **NON-PERFORMANCE:**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

16. **FORCE MAJEURE:**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

17. **EXCEPTIONS:**

Offerors may elect to take minor exception to the terms and conditions of this RFP. Government Support Services will evaluate each exception according to the intent of the terms and conditions contained herein, but Government Support Services shall reject exceptions that do not conform to State bid law and/or create inequality in the treatment of offerors. Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the proposal opening.

18. **MANDATORY USAGE REPORT:**

One of the primary goals in administering this contract is to keep accurate records regarding its actual value. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolve around our ability to convey accurate and realistic information to all interested offerors.

A report shall be furnished by the successful contractor **MONTHLY Electronically in Excel format** detailing the purchasing of all items on this contract. The format to be followed is described herein and shall be filed within fifteen (15) days after the end of each reporting period. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, contractors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

Format of Report

State of Delaware Monthly Usage Report

| STATE OF DELAWARE | | | | | | | |
|--------------------------------|----------------------------|------------------|------------------|----------------------|----------|--------------------|------------|
| MONTHLY USAGE REPORT | | | | | | | |
| Contract Name: | | Contract Number: | | | | Report Start Date: | |
| Supplier Name: | | | | | | Report End Date: | |
| Contact Phone: | | | | | | Today's Date: | |
| Agency Name or School District | Division or Name of School | Budget Code | Item Description | Contract Item Number | Quantity | Cost Each | Total Cost |
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Note: A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor.

The report shall be submitted electronically in **EXCEL** and sent as an attachment to Roxann Parker at Roxann.parker@state.de.us. It shall contain the six-digit department and organization code for each agency and school district. (Codes can be found on the instruction sheet that will accompany the electronic template.)

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19. **BUSINESS REFERENCES:**

Offeror must supply three (3) business references consisting of current or previous customers of similar scope and value with your reply. Include name, address, telephone number, fax number, e-mail address, and a verified current contact person. Incumbent Vendor does not need to provide references.

20. **ORDERING PROCEDURE:**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

21. **BILLING:**

The contractor is required to "Bill as Shipped" to the respective ordering agency(s). Invoices shall be itemized by building name and state "quarterly or semi-annual" billing. Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.

22. **PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

23. **PRODUCT SUBSTITUTION:**

All items or services delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific approval is given by Government Support Services to do otherwise. Awarded vendors are highly encouraged to offer any like substitute product (s), either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In all cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

24. **DOCUMENT(S) EXECUTION:**

Both the non-collusion statement that is enclosed with this Request for Proposal and the contract form delivered to the successful contractor for signature shall be executed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, Government Support Services. The Awarded vendor(s) shall submit their **W-9** with the executed contract form.

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25. **FORMAL CONTRACT AND/OR PURCHASE ORDER:**

No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. A purchase order, telephone call, fax or State credit card shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the Contractor(s).

26. **SCHEDULE FOR PERFORMANCE OF WORK:**

All work described in these specifications shall be completed with reasonable promptness. As used in this Section, the State of Delaware shall be the sole judge of the term "reasonable". If the Contractor does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and the State will forthwith proceed to collect for nonperformance of work.

27. **TIME OF PERFORMANCE:**

The services of the Contractor are to commence after receipt of a purchase order, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event all of the services required hereunder shall be completed no later than the time periods set out in any schedule contained in the project Scope of Work. Any such schedule shall be maintained by the Contractor unless amended, in writing, by both parties.

28. **CONTRACTOR RESPONSIBILITY:**

The State will enter into a contract with the successful contractor. The successful contractor shall be responsible for all products and services as required by this RFP. Subcontractors, if any, shall be clearly identified in the financial proposal.

29. **ENERGY STAR PRODUCTS:**

If applicable, the contractor **must** provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency. The offeror is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

30. **LIFE CYCLE COST ANALYSIS:**

If applicable, the specifications contained within this RFP have been developed through Life Cycle Cost Analysis that will allow the State to realize the lowest total cost of ownership and operation over the useful life of the equipment.

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31. **PERSONNEL:**

- a. The Contractor represents that they have, or will secure at their own expense, all personnel required to perform the services required under this contract.
- b. All of the services required hereunder shall be performed by the Contractor or under their direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the State.

32. **METHOD OF PAYMENT:**

- a. For each P.O. issued as part of this contract, the State will pay contractor monthly, within thirty (30) days of receipt of the Contractor's billing, the amount which is legitimately earned by the Contractor, and supported by payroll data and an itemized accounting of reasonable reimbursable direct non-salary costs. A current progress report of the work shall accompany each billing. Billing shall be itemized by building and state if it's for quarterly or semi-annual test/inspection.

Final settlement for total payment to the Contractor will be made within thirty (30) days from the date of final written State acceptance of the work and services as agreed to in the P.O.

- b. No premium time for overtime will be paid without prior written State authorization. Indirect overhead cost shall not be applied to the premium portion of the overtime.

33. **TERMINATION OF P.O.'s:**

- a. Termination for Cause If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, the Agency shall have the right to terminate the P.O. by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the contractor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Agency.

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33. **TERMINATION OF P.O.'s:** (continued)

- b. Termination for Convenience The Agency may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency.

34. **ELIGIBLE WORK ACTIVITIES:**

The following are activities that shall be reimbursable under this contract to the extent that they meet the requirements of this contract:

- a. Travel for purposes of depositions, settlement negotiations, and trial attendance, and, upon request, additional data collection, consultation with private, state, and federal personnel, collection, consultation with private, state, and federal personnel, inspection of facilities, and other purposes consistent with this contract. Eligible costs include reasonable charges for transportation by common carrier, mileage, tolls, lodging, meals, and other costs provided for by state law subject to the following conditions:
 - i. No travel outside the Continental United States shall be permitted without prior written approval of the department; and
 - ii. Receipts shall be provided for all travel-related costs for travel outside of Delaware as required by the State Division of Accounting.
- b. Procurement of reports or other printed materials and reproduction of materials; and
- c. Staff time involved in research, review, and in preparation of reports and comment letters, including the employment of temporary and/or part-time assistance, other than subcontracts for said purpose.

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35. **CHANGES:**

Both parties may, from time to time, require changes in the services to be provided by the Contractor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Agency and the Contractor shall be incorporated in written amendments to the Purchase Order.

36. **INTEREST OF CONTRACTOR:**

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree in providing products or performing services required under this contract. The Contractor further covenants that in the performance of this contract, no person having any such interest shall be employed.

37. **PUBLICATION, REPRODUCTION AND USE OF MATERIAL:**

No material produced in whole or part under this contract shall be subject to copyright in the United States or in any other country. The State shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract; provided, however, that the State agrees not to use any design or engineering plans prepared by the Contractor for anything other than their intended purpose under this Contract. The Contractor shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for the State's support shall be given in the publication.

38. **RIGHTS AND OBLIGATIONS:**

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, unless and until a valid executed purchase order has been approved by the Secretary of Finance, and all procedures of the Department of Finance have been complied with. A separate purchase order shall be issued for every project.

39. **ASSIGNMENT OF ANTITRUST CLAIMS:**

As consideration for the award and execution of this contract by the State, the Contractor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the State pursuant to this contract.

40. **COVENANT AGAINST CONTINGENT FEES:**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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41. **GRATUITIES:**

- a. If it is found, after notice and hearing, by the State that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor or any agent of the State with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performance of this contract, the State may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract and/or may pursue such other rights and remedies provided by law or under this agreement; provided that the existence of the facts upon which the State makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this contract; and
- b. In the event this contract is terminated pursuant to subparagraph "a", the State shall be entitled (i) to pursue the same remedies against the Contractor, and (ii) to exemplary damages, as a penalty in addition to any other damages to which it may be entitled by law, in an amount which shall be not less than three, nor more than ten, times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the sole discretion of the State.

42. **AFFIRMATION:**

The Contractor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

43. **AUDIT ACCESS TO RECORDS:**

The Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Contractor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Contractor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of his/her duties under the Contract. Upon notice given to the Contractor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the State for disallowances shall be drawn from the contractor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

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44. **TERMINATION OF CONTRACT:**

- a. **Termination for Cause** - If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.
- b. **Termination for Convenience** - The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

45. **REMEDIES:**

Except as otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the State and the Contractor arising out of, or relating to, this contract, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

46. **AMENDMENTS:**

This contract may be amended, in writing, by mutual agreement of the parties.

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47. **SUBCONTRACTS:**

Subcontracting is permitted only for the cleaning of hoods and vents in the hospitals and Dept. of Corrections facilities under this RFP and contract. However, every subcontractor shall be identified in the Proposal and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

The contractor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the RFP and with all local, State and Federal Laws. The contractor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

48. **AGENCY'S RESPONSIBILITIES:**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

49. **CONFIDENTIALITY:**

Specific attention should be given to the identification of those portions of your proposal which you deem to be confidential or proprietary information which should not be disclosed under the Delaware Public Information Act. Offerors are advised that upon request for this information from a third party, the Procurement Officer is required to make an independent determination as to whether the information may be or must be divulged to the party.

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50. **CONTRACT DOCUMENTS:**

The Definitions and General Provisions and any Special Instructions, Specifications, Request for Proposal, Proposal, Purchase Order, and Contract shall be a part of and constitute the entire Agreement entered into by the State of Delaware and any offeror. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter:

- Contract
- Request for Proposal
- Specifications or Scope of Work
- Definitions & General Provisions
- Proposal
- Purchase Order
- Special Instructions

51. **ASSIGNMENT:**

This contract shall not be assigned except by express written consent from the Director, Government Support Services, of the State of Delaware.

52. **VENDOR EMERGENCY RESPONSE POINT OF CONTACT:**

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan April 2005. Failure to provide this information could render the bid as non-responsive.

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I. INTRODUCTION:

A. PURPOSE:

It is the goal of this Request for Proposal to identify a vendor(s) and execute a contract to implement the inspection, testing and calibration of the fire alarm and sprinkler systems statewide and the hood and vent cleaning for the hospitals and DOC facilities. The **ONLY** portion of the work that may be subcontracted is the cleaning of the hoods and vents in the hospitals and Dept. of Corrections facilities.

B. GUIDELINES:

Offerors proposal must respond to each and every requirement outlined in the RFP in order to be considered responsive. Proposals must be clear and concise. "No Bid" is a response.

Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submission of proposals and prior to award for the purpose of obtaining best and final offers.

Negotiations may be conducted with responsible offerors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing offerors during the negotiation process.

II. FORMAT FOR PROPOSAL:

A. INTRODUCTION:

This section prescribes the mandatory format for the presentation of a proposal in response to this RFP. Each offeror must provide every component listed in the order shown in this RFP, using the format prescribed for each component. A proposal may be rejected if it is incomplete or conditional.

B. COVER LETTER:

Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter must briefly summarize the offeror's ability to provide the services specified in the RFP.

The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, Government Support Services.

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C. TABLE OF CONTENTS:

Each proposal must include a Table of Contents with page numbers for each of the required components of the proposal.

D. DESCRIPTION OF SERVICES AND QUALIFICATIONS:

Each proposal must contain a detailed description of how the offeror will provide each of the services outlined in this RFP. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the offeror will provide that are not mentioned in this RFP.

E. NUMBER OF COPIES WITH MAILING OF PROPOSAL:

Eight (8) copies of the Proposal shall be submitted in a sealed package clearly marked with the name of the offeror and labeled GSS-MU-07-259-RP. One of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring an offeror signature. The remaining seven (7) copies do not require original signatures. One (1) Master Copy of Appendix A pricing spreadsheets shall be submitted in hard copy along with two (2) diskettes or CD's. Label the outside of the diskettes or CD's with your company name.

F. ADDENDA TO THE RFP:

If it becomes necessary to revise any part of this RFP, revisions in writing will be provided to all contractors known to have received a copy of the RFP. Potential offerors shall acknowledge in writing receipt of all amendments, addenda and changes issued in connection with this RFP by submitting an affirmative statement in the Proposal.

G. INCURRED EXPENSES:

The State will not be responsible for any expenses incurred by the bidder in preparing and submitting a proposal.

H. ECONOMY OF PREPARATION:

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the contractors offer to meet the requirements of the RFP. DO NOT USE RING BINDERS.

I. RIGHT TO REJECT PROPOSALS/WAIVE OR CORRECT MINOR IRREGULARITIES:

The State reserves the right to withdraw this Request for Proposal, to reject any proposals, to waive minor irregularities in proposals or to allow the offeror to correct a minor irregularity if the best interest of the State will be served by doing so.

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III. **SCOPE OF WORK:**

A. **OVERVIEW:**

The Contractor(s) shall provide all materials and labor to satisfy the State of Delaware's need for The Inspection, Testing and Calibration of the Fire Alarm and Sprinkler Systems and the Cleaning of Hoods and Vents as described herein.

The services will require the Contractor(s) to partner with and cooperate with the ordering agency to make sure the State receives the most current state-of-the-art services.

B. **DETAILED REQUIREMENTS:**

The requirements of this RFP are shown in Appendix A, attached, and made a part of the contract.

The list of buildings and equipment for the first section, State Buildings, is included in this RFP as Exhibit "A", attached and made a part of the contract.

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IV. **PROPOSAL EVALUATION PROCEDURES:**

A. **BASIS OF AWARD:**

Government Support Services shall award this contract to the most responsible and responsive offeror who best meets the terms and conditions of the proposal. The award will be made on basis of price, qualifications and experience, and prior history of service.

Government Support Services reserves the right to reject any or all proposals in whole or in part, to make multiple awards, partial awards, award by types, item by item, award by section, or lump sum total, whichever may be most advantageous to the State of Delaware.

Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers. Negotiations may be conducted with responsible offerors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing offerors during the negotiation process.

B. **REVIEW COMMITTEE:**

A group with expertise in procurement, contract management, budgeting, and technical operations will comprise the Review Committee.

C. **REQUIREMENTS OF THE OFFEROR:**

The purpose of this section is to assist the Review Committee to determine the ability of the organization to provide the services described in the application. The response should contain at a minimum the following information:

- * Brief history of the organizations, including accreditation status, if applicable.
- * Applicant's experience, if any, providing similar services. At least three references are required. (See #19 – Business References)
- * Brief history of the subcontractor of the organization, if applicable. At least three references of subcontractor, if applicable.
- * List equipment from manufacturers that you are familiar with and have serviced.
- * Describe the methodology/approach used for this project including a work plan and time line.

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D. CRITERIA AND SCORING:

Review Committee members will assign up to the maximum number of points listed for each criteria. For items having quantitative answers, points will be proportionate to each proposal's response. Items with qualitative answers will receive the average of points assigned by Review Committee members.

| | CRITERIA | POINTS |
|----|---|---------------|
| 1. | Vendor Qualification: The qualifications and previous experience with similar contracts of this size (include government as well as private sector contracts). The background, experience, resources, reputation, years in business, and references. | 25 |
| 2. | Service and Support: The familiarity with and the ability to service equipment from manufacturers such as Firelite, Edwards, Silent Knight, Notifier, Simplex, etc. The ability to meet requirements within time frame specified. The understanding of problems that may occur; and plans to correct them. | 40 |
| 3. | Staff Experience/Background: List of inspectors and technicians qualifications and experience in relation to the systems that are required to be inspected and tested. | 50 |
| 4. | Methodology: Description of approach to be used for this contract, including a work plan and time line to meet requirements. | 20 |
| 5. | Price | 15 |
| | <i>TOTAL SCORE</i> | <i>150</i> |

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V. **PREBID MEETING:**

A mandatory pre-bid meeting has been scheduled for Thurs. Nov. 15, 2007 at 10:00 a.m. in the Blue Hen Conference Room at Government Support Services Office, 100 Enterprise Place Suite 4, Dover, DE 19904. **This is a mandatory meeting.** If an offeror does not attend this meeting, they shall be disqualified and shall not be considered for further evaluation. Offerors are advised to have their subcontractor attend the meeting. If site inspections are required the offeror shall contact the facility manager to make an appointment.

Offerors are encouraged to submit questions in writing up until 4:30 p.m., Wed., Nov. 7, 2007, to Roxann Parker, Government Support Services, 100 Enterprise Place, Suite 4, Dover, DE 19904 or via email to Roxann.parker@state.de.us. Questions will be answered in writing and distributed to all prospective offerors at the mandatory pre-bid meeting.

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APPENDIX A
SPECIFICATIONS FOR STATE BUILDINGS

TECHNICAL STAFF REQUIRED AND SERVICES TO BE RENDERED:

1. TECHNICAL STAFF

- A. The contractor shall be responsible for complying with all State and Federal inspection codes and standards relating to smoke detectors, fire alarms, sprinklers and range hoods. The following is a list of special codes:
 - 1. Sprinkler Systems - NFPA#13, NFPA#25 and State Fire Commission regulations and other local authorities having jurisdiction.
 - 2. Fire Alarm per Delaware Fire Prevention Regulation, Part 3, Section 1-4, 5.1, and NFPA#72 and State Fire Commission regulations and any other local authorities having jurisdiction.
- B. Each bidder (or designated subcontractor) must be licensed with the Delaware State Fire Marshall's Office in accordance with the most recently adopted Delaware State Fire Prevention Regulation. Certification of license shall be submitted with your proposal.
- C. Contractor is responsible for obtaining any work permit or license for work performed in any City having jurisdiction.
- D. Contractor is responsible for meeting all codes and regulations for work performed in the City having jurisdiction.
- E. All detectors that are not currently numbered must be numbered according to the Office of State Fire Marshall's regulations.
- F. The contractor shall submit a testing schedule for the all buildings thirty (30) days after award of the contract. The first testing shall be completed prior to April 30, 2008, and the second testing completed prior to September 31, 2008. The vendor shall not deviate from the testing schedule without prior approval from the state.

2. **SERVICES TO BE RENDERED:**

- A. Systems to be serviced
 - 1. Smoke detector and fire alarm
 - 2. Sprinkler

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SPECIFICATIONS FOR STATE BUILDINGS

B. SCHEDULED INSPECTION AND TESTING:

1. The contractor will perform inspections, testing and calibration of all equipment to include peripheral equipment as required by the regulations stated herein.
2. It is the responsibility of the contractor to have someone sit at the Fire Alarm Panel during testing. you will be provided a key and an escort if necessary.
3. Equipment found to be operating improperly will be documented and brought to the attention of the Maintenance Superintendent of the facility and corrected, **if approved**.
4. Inspection and testing shall be scheduled with a minimum of ten (10) days notice to assure a coordinated effort with the facility.
5. All quarterly inspections must be completed in a five (5) day period per facility.
6. Inspection and testing of NCC Courthouse, Carvel Building, and 900 King St. in Wilmington shall be scheduled on **weekends only** and must be arranged with the facility manager.
7. Inspection shall be submitted in such form as the State Fire Marshall shall prescribe.

Inspection and Maintenance Tag: An inspection and maintenance tag shall be affixed to the face of the system's main control after each completed inspection or test. The inspection and maintenance tag shall indicate the following:

- a. Location or identification of system;
 - b. Name, address, telephone number and license number of the fire alarm signaling/suppression systems company;
 - c. Date of inspection or maintenance visit;
 - d. Name and certificate number of employee responsible for the inspection or maintenance visit;
8. The first year of the contract will consist of sensitivity testing and the second year will consist of function testing.
 9. The contractor shall send or dispatch **ONLY** qualified/certified technicians to perform the inspections, repairs, or installations. The facilities shall not be billed for service calls where it is found that the repairs were not made due to incompetent technicians.

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SPECIFICATIONS FOR STATE BUILDINGS

C. **REPAIRS:**

If the facility requests the Contractor to make minor repairs, paragraph "E" and "F", shall apply. The state of Delaware reserves the right to solicit competitive prices for any and all repair services or additional equipment. Additionally, repairs are not guaranteed to the Contractor. The decision on repairs will be determined by each Facility.

D. **UNSCHEDULED SERVICE:**

The cost of unscheduled service at other than normal working hours (8:00 a.m. – 4:30 p.m.) shall be the responsibility of the facility; however the contractor shall supply a rate structure for the cost as part of this proposal. The contractor shall provide a 24-hour answering service and assure a response time not to exceed 8 hours.

E. **PARTS:**

The contractor shall maintain an adequate inventory of necessary and customary parts in their service vehicles to make repairs on the initial visit in order to keep return visits to a minimum. Replacement parts in excess of \$5.00 are not included as part of the agreement. Under **No** Circumstance shall billable parts be replaced without proper authorization.

F. **TRAVEL TIME:**

Travel time and expenses are to be included in pricing as an integral part of the service and not billed separately.

G. **CONTACTS:**

The contractor shall leave one copy of the inspection report with the following individuals. The contractor shall also invoice quarterly, and send the invoices to them.

NEW CASTLE COUNTY

Mr. Shaun Burke
Div. of Facilities Management
Carvel State Office Bldg.
820 N. French Street
Wilmington, DE 19801
(302) 577-8195

KENT COUNTY

Mr. Elliot Hardin
Div. of Facilities Management
192 Transit Lane
Dover, DE 19901
(302) 739-4611

SUSSEX COUNTY

Mr. William Gibbons
Div. of Facilities Management
5 E. Pine St.
Georgetown, DE 19947
(302) 856-5817

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H. **CONTRACTOR QUALIFICATIONS:**

The contractor shall possess a Class 1 license. Offerors shall provide a copy of license with their proposal.

The State of Delaware may make such investigation as it deems necessary to determine the ability of the Contractor to furnish the required services, and the contractor shall furnish to the State such data as the State may request for this purpose. The State reserves the right to reject any offer if evidence submitted by or investigation of such contractor fails to satisfy the State that the contractor is properly qualified to deliver the services requested.

SECURITY REQUIREMENTS

I. **EMPLOYEE IDENTIFICATION:**

Contractor personnel shall present a neat appearance and be easily recognized. This may be accomplished by wearing uniforms or clothing bearing the name of the company. Each employee shall wear a photo identification badge call-in issued prior to starting work under this contract. The contractor is responsible for providing these items.

SECURITY PROCEDURE:

The contractor must obtain a security clearance (Delaware State Police -SBI) of any current, new employees, company officials and any other persons requiring access to the State buildings covered under this contract for the purpose of conducting business on behalf of the contractor, at the contractor's expense of \$30.00 per person, certified check or money order. **Cash cannot be accepted.**

Employees requiring fingerprinting are to report to the location below or any Delaware State Police Troop, Monday through Friday, 9:00 a.m. - 3:00 p.m. for fingerprinting.

Division of State Police
Detective Licensing
Route 13 Dover, DE 19901
Contact: Lt. Charles S. Rynkowski Jr.
Phone: (302) 739-5994
Cost: \$30.00 per person

Fingerprinting cards and data will be forwarded by the respective Delaware State Police Troops to the address above. State Police Headquarters will forward the criminal history report to the applicant. The applicant is responsible for forwarding his or her report to the contractor, who in turn shall forward the report to:

Capitol Police
150 E. Water Street
P.O. Box 1401
Dover, Delaware 19903
Attn: Chief William Jopp
Phone: (302) 739-3211

Capitol Police will evaluate the criminal history report for eligibility for employment under this contract, then notify the Division of Facilities Management of acceptable and unacceptable persons. The Director, or designee of the Division of Facilities Management will notify the contractor, in writing, of those persons acceptable and unacceptable for use on this contract. The processing time for security clearance information and proper written notification from the Director's office to the contractor is approximately fifteen (15) working days. The successful contractor should operate with a sufficient listing of cleared personnel, so that there will not be any shortages.

New hires must obtain a security clearance before starting work. Personnel not properly cleared will not be allowed in the building. The names of all new hires must be reported to the Office of Facilities Management. Employees must have photo identification.

A complete list of all employees must be provided to Facilities Management on a monthly basis. List should be faxed to 739-3127 for Kent County, 856-5984 for Sussex County, and 577-2773 for New Castle County.

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SECTION I - BUILDING LIST/SYSTEM

| <u>ITEM #</u> | <u>ADDRESS</u> | | <u>SYSTEM</u> |
|----------------------|--|---------------------------|--|
| 1 | Legislative Hall Legislative Avenue & Court St. Dover, DE | Silent Knight IFP 1200 | FIRE ALARM SPRINKLER |
| 2 | Jesse Cooper Building Federal & William Penn Sts. Dover, DE | Notifier AFP 400 | FIRE ALARM SPRINKLER |
| 3 | John Townsend Building Loockerman & Federal Sts. Dover, DE | Simplex 4001 | FIRE ALARM SPRINKLER IN ATTIC ONLY |
| 4 | Margaret O'Neill Building 410 Federal Street Dover, DE | Notifier AFP 200 | FIRE ALARM SPRINKLER |
| 5 | Credit Union 150 East Avenue Dover, DE | Firelite MS 5012 | FIRE ALARM |
| 6 | War Building Loockerman & Legislative Avenue Dover, DE | Notifier AFP 100 | FIRE ALARM |
| 7 | Tatnall Building Legislative Avenue & William Penn St. Dover, DE | Simplex 4002 | FIRE ALARM SPRINKLER |
| 8 | Sykes Building 45 The Green Dover, DE | FCI MP24 | FIRE ALARM |
| 9 | Robert Short & Kirk Bldgs. 21 The Green Dover, DE | Firelite MP24 | FIRE ALARM |

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| <u>ITEM #</u> | <u>ADDRESS</u> | | <u>SYSTEM</u> |
|----------------------|---|------------------|--|
| 10 | Supreme Court 55 The Green Dover, DE | Notifier AFP 400 | FIRE ALARM SPRINKLER SYSTEM - FILE VAULT ONLY |
| 11 | State Police Troop #3 Garage 3060 Upper King Rd. Camden, DE | Notifier AFP 200 | FIRE ALARM |
| 12 | Public Safety/Homeland Security US Rt. 113 Dover, DE | FCI FC-72 | FIRE ALARM SPRINKLER |
| 13 | State Police Headquarters 1441 N. Dupont Hwy. Dover, DE | Simplex 4010 | FIRE ALARM SPRINKLER |
| 14 | State Bureau of Investigation 1407 N. Dupont Hwy. Dover, DE | FCI FC-72 | FIRE ALARM SPRINKLER-FILE- ROOM ONLY |
| 15 | State Police Academy 1441 N. Dupont Hwy. Dover, DE | Firelite MS 9200 | FIRE ALARM |
| 16 | Division of Communication 3050 Upper King Road Camden, DE | Notifier AFP-100 | FIRE ALARM |
| 17 | State Police Troop #3 3060 Upper King Road (Rt. 13A) Camden, DE | Notifier AFP-100 | FIRE ALARM |
| 18 | State Police Crime Lab 1441 N. Dupont Hwy. Dover, DE | Notifier AFP-100 | FIRE ALARM |

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SECTION 1 - BUILDING LIST/SYSTEM

| ITEM # | ADDRESS | | SYSTEM |
|---------------|--|----------------------------|--|
| 19 | Fire Marshall's Office RD 2 Box 166 Dover, DE | FCI FC-72 | FIRE ALARM SPRINKLER INCLUDING FIRE PUMP |
| 20 | Fire School 4010 RD 2 Box 166 Dover, DE | Simplex | FIRE ALARM SPRINKLER-FIRE PUMP |
| 21 | Kent County Family Court Bldg. 400 Court Street Dover, DE | FCI FC-72 | FIRE ALARM SPRINKLER AUDIBLES – OFF HOURS |
| 22A | Highway Administration Building US Rt. 113 & Bay Road Dover, DE | Notifier 1010 | FIRE ALARM SPRINKLER |
| 22B | Highway Administration Lab US Rt. 113 & Bay Road Dover, DE | Silent Knight IFP- 1000 | FIRE ALARM SPRINKLER |
| 23 | Haslet Armory William Penn St. Dover, DE | Notifier AFP 122 1010 | FIRE ALARM SPRINKLER |
| 24 | Dover Inspection Lane US Rt. 113 & Bay Road Dover, DE | Notifier AFP 200 | FIRE ALARM SPRINKLER |
| 25 | Facilities Management-Bldg./Grnds. 149 Transportation Circle Dover, DE | Ademco 4080 | FIRE ALARM |
| 26 | Family Court 22 The Circle Georgetown, DE | | FIRE ALARM SPRINKLER 1 ST FLR. ONLY AUDIBLES-OFF HOURS |
| 27 | Sabo Building Race & Market Sts. Georgetown, DE | | FIRE ALARM |

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| <u>ITEM #</u> | <u>ADDRESS</u> | <u>SYSTEM</u> |
|----------------------|--|--|
| 28 | Sussex County 10 The Circle Georgetown, DE | FIRE ALARM SPRINKLER - ATTIC & 2ND FLOOR SECTION AUDIBLES - OFF HOURS |
| 29 | Fire Service Center Route 3, Box 15A Georgetown, DE | FIRE ALARM SPRINKLER |
| 30 | J.P. Court #3 & 17 17 Shortly Road Georgetown, DE | FIRE ALARM |
| 31 | J.P. Court #4 & 19 408 Stein Hwy. Seaford, DE | FIRE ALARM |
| 32 | J.P. Court #5 715 South Dupont Hwy. Milford, DE | FIRE ALARM |
| 33 | Woodburn 151 Kings Hwy. Dover, DE | FCI 4024 FIRE ALARM |
| 34 | Hall House 181 Kings Hwy. Dover, DE | Ademco 5140XM FIRE ALARM |
| 35 | Murphy House State Street Dover, DE | FCI FC-72 FIRE ALARM |
| 36 | Thomas Collins Bldg. 540 S. Dupont Hwy. Dover, DE | Silent Knight IFP1000 FIRE ALARM SPRINKLER |
| 37 | James Williams Service Center 805 River Road Dover, DE | FCI FC-72 FIRE ALARM |

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SECTION 1 - BUILDING LIST/SYSTEM

| <u>ITEM #</u> | <u>ADDRESS</u> | <u>SYSTEM</u> |
|----------------------|--|---|
| 38 | Agriculture Building 2320 S. Dupont Hwy. Dover, DE | Simplex 4010 FIRE ALARM SPRINKLER- |
| 39 | Preschool Youth & Diagnostic Center 449 N. Dupont Hwy. Dover, DE | Simplex 4010 FIRE ALARM |
| 40 | Rose Cottage 102 S. State St. Dover, DE | FIRE ALARM |
| 41 | William Penn Bldg. 801 Silver Lake Blvd. Dover, DE | Notifier 640 FIRE ALARM SPRINKLER |
| 42 | Richardson Robbins Bldg./ Delaware Development Office 99 Kings Hwy. Dover, DE | Edwards RMDD FIRE ALARM SPRINKLER VOICE EVACUATION SYSTEM |
| 43 | Amoco Building Grantham Lane New Castle, DE | FIRE ALARM |
| 44 | Carvel Building 820 N. French St. Wilmington, DE | FIRE ALARM SPRINKLER SYSTEM INCLUDES FIRE PUMP AUDIBLES - OFF HRS. |
| 45 | New Castle County Court House 500 King St. Wilmington, DE | FIRE ALARM SPRINKLER SYSTEM INCLUDES FIRE PUMP AUDIBLES - OFF HRS. VOICE EVACUATION SYSTEM |
| 46 | Purchasing Warehouse Grounds of Gov. Bacon Hlth Ctr. Delaware City, DE | FIRE ALARM SPRINKLER |

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SECTION 1 - BUILDING LIST/SYSTEM

| <u>ITEM #</u> | <u>ADDRESS</u> | <u>SYSTEM</u> |
|----------------------|--|---|
| 47 | Delaware Emergency Management Center/TMC 165 Brick Store Landing Road Smyrna, DE | Notifier AFP 400 FIRE ALARM SPRINKLER |
| 48 | Justice of the Peace Courts #7 & 16 480 Bank Lane Dover, DE | FCI 7200 FIRE ALARM SPRINKLER |
| 49 | State Police Firing Range 391 Clark Farm Road Smyrna, DE | Radionics 7417 FIRE ALARM |
| 50 | Office of the State Fire Marshall NCC Fire Training Complex New Castle, DE | FIRE ALARM SPRINKLER |
| 51 | Delaware State Fire School Fire Training Complex New Castle, DE | FIRE ALARM SPRINKLER |
| 52 | Family Court 900 King Street Wilmington, DE | FIRE ALARM SPRINKLER |
| 53 | Division of Purchasing Office Bldg. | FIRE ALARM |
| 54 | J.P. Court #8 100 Monrovia Ave. Smyrna, DE | Ademco 5140XM FIRE ALARM |
| 55 | Delaware Public Archives 121 Duke of York Street Dover, DE | Simplex 4100 FIRE ALARM SPRINKLER |
| 56 | Massey Station 516 w. Loockerman Street Dover, DE | Pyrotronics MXL-IQ FIRE ALARM SPRINKLER |
| 57 | Agriculture Nutrient Lab 2320 S. Dupont Hwy. Dover, DE | Simplex 4010 FIRE ALARM |

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SECTION 1 - BUILDING LIST/SYSTEM

| <u>ITEM #</u> | <u>ADDRESS</u> | <u>SYSTEM</u> |
|----------------------|---|--|
| 58 | JP Court 10 & 12 210 Greenbank Road Wilmington, DE | Ademco Vista 5140XM FIRE ALARM |
| 59 | New Castle Motor Vehicle Airport/Churchmans New Castle, DE | Honeywell/Cerberus Pyrotronics FIRE ALARM |
| 60 | Hessler Motor Vehicle 3 Lane Bldg. 2230 Hessler Blvd. Wilmington, DE | Cerberus Pyrotronics MXL-IQ FIRE ALARM SPRINKLER |
| 61 | Hessler Motor Vehicle 7 Lane Bldg. 2230 Hessler Blvd. Wilmington, DE | Cerberus Pyrotronics MXL-IQ FIRE ALARM SPRINKLER |
| 62 | Hessler Motor Vehicle Main Bldg. 2230 Hessler Blvd. Wilmington, DE | Cerberus Pyrotronics MXL-IQ FIRE ALARM |
| 63 | Absalom Jones Community Center | Simplex 2001 Serial# T9463 FIRE ALARM |
| 64 | The Annex Bldg. #70-Georgetown 5 East Pine Street Georgetown, DE 19947 | FIRE ALARM SPRINKLER |
| 65 | Sussex Chancery Court 34 The Circle Georgetown, DE 19947 | Simplex 4010 FIRE ALARM SPRINKLER |
| 66 | Delaware State Service Center 1901 N. DuPont Hwy New Castle, DE | FIRE ALARM |

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| | | |
|----|---|-----------------------------|
| 67 | Northeast State Service Center 1624 Jessup St. Wilmington, DE | FIRE ALARM WET SPRINKLER |
| 68 | Hudson State Service Center 501 Ogletown Rd. Newark, DE | FIRE ALARM WET SPRINKLER |
| 69 | Porter State Service Center 509 W. 8 th St. Wilmington, DE | FIRE ALARM WET SPRINKLER |
| 70 | Sussex County Courthouse 1 The Circle Georgetown, DE | FIRE ALARM |
| 71 | Purchasing Refrigerated Warehouse Delaware City, DE | DRY SPRINKLER |
| 72 | Robinson House Clayton, DE | FIRE ALARM |
| 73 | Old NCC Courthouse 211 DE St. New Castle, DE | FIRE ALARM |
| 74 | Buena Vista Conference Center Rt 13 New Castle, DE | FIRE ALARM SPRINKLER |
| 75 | Buena Vista Garage New Castle, DE | FIRE ALARM |
| 76 | Sheriff's House New Castle, DE | FIRE ALARM |

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| | | |
|----|--|-------------------------|
| 77 | The Arsenal New Castle, DE | FIRE ALARM |
| 78 | Darley House Claymont, DE | FIRE ALARM |
| 79 | Dayett Mill Newark, DE | FIRE ALARM |
| 80 | Belmont Hall Routes 13 & 12 Smyrna, DE | FIRE ALARM SPRINKLER |
| 81 | Exhibits Lab Dover, DE | FIRE ALARM |
| 82 | Island Field Warehouse Milford, DE | SPRINKLER |
| 83 | John Dickinson Plantation – Visitor Ctr. 340 Kitts Hummock Rd. Dover, DE | FIRE ALARM |
| 84 | John Dickinson Plantation House 340 Kitts Hummock Rd. Dover, DE | FIRE ALARM |
| 85 | Octagonal School House Dover, DE | FIRE ALARM |
| 86 | Johnson Victrola Museum 375 S. New St. Dover, DE | FIRE ALARM |
| 87 | Archaeology Museum 316 S. Governors Ave. Dover, DE | FIRE ALARM |
| 88 | Small Town Life Museum 316 S. Governors Ave. Dover, DE | FIRE ALARM |

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SECTION 1 - BUILDING LIST/SYSTEM

| | | |
|----|--|------------------------------|
| 89 | Tudor Park Storage I Dover, DE | FIRE ALARM |
| 90 | Tudor Park Storage II Dover, DE | FIRE ALARM |
| 91 | Delaware Visitors Center 406 Federal St. Dover, DE | FIRE ALARM SPRINKLER |
| 92 | Zwaanendall Museum 102 Kings Highway Lewes, DE | FIRE ALARM |
| 93 | DEARNG Army Aviation Support Facility New Castle, DE | FIRE ALARM SPRINKLER |
| 94 | Haslett Armory Building 122 Wm. Penn St. Dover, DE | FIRE ALARM SPRINKLER |
| 95 | Delaware State Police Troop 5 16359 Sussex Highway Bridgeville, DE | FIRE ALARM SPRINKLERS (3) |
| 96 | Georgetown DMV Lanes 23737 DuPont Blvd. Georgetown, DE | FIRE ALARM SPRINKLERS (2) |
| 97 | DSP Troop #2 100 Lagrange Ave. Newark, DE | FIRE ALARM SPRINKLER |
| 98 | 900 King Street Old NCC Courthouse Wilmington, DE | FIRE ALARM |
| 99 | Churchman's Corporate Center (Div. of Social Serv.) 84B Churchmans Corp. Ctr. New Castle, DE 19720 | FIRE ALARM |

CONTRACT NO. GSS-MU-07-259-RP
THE INSPECTION, TESTING, AND CALIBRATION OF THE FIRE ALARM AND SPRINKLER
SYSTEMS AND THE CLEANING OF HOODS AND VENTS

SECTION 2

SPECIFICATION FOR THE HOSPITALS

DELAWARE HOSPITAL FOR THE CHRONICALLY ILL

EMILY P. BISSELL HOSPITAL

GOVERNOR BACON HEALTH CENTER

CONTRACT NO. GSS-MU-07-259-RP
THE INSPECTION, TESTING, AND CALIBRATION OF THE FIRE ALARM AND SPRINKLER
SYSTEMS AND THE CLEANING OF HOODS AND VENTS

SECTION 2 - SPECIFICATIONS FOR HOSPITALS

A. TECHNICAL STAFF REQUIRED AND SERVICES TO BE RENDERED:

1. TECHNICAL STAFF

A. The contractor shall be responsible for complying with all State and Federal inspection codes and standards relating to smoke detectors, fire alarms, sprinklers and range hoods. The following is a list of special codes:

1. Sprinkler Systems - NFPA#13, NFPA#25 and State Fire Commission regulations and other local authorities having jurisdiction.
2. Grease Exhaust Systems (Kitchen) - NFPA#96, NFPA#10 NFPA#12, NFPA#17, NFPA#17A and State Fire Commission regulations and other local authorities having jurisdiction.
3. Fire Alarm per Delaware Fire Prevention Regulation, Part 3, Section 1-4, 5.1, and NFPA#72 and State Fire Commission regulations and any other local authorities having jurisdiction.

B. Each bidder (or designated subcontractor) must be licensed with the Delaware State Fire Marshall's Office in accordance with the most recently adopted Delaware State Fire Prevention Regulation.

C. Contractor is responsible for obtaining any work permit or license for work performed in any City having jurisdiction.

D. Contractor is responsible for meeting all codes and regulations for work performed in the City having jurisdiction.

E. All detectors that are not currently numbered must be numbered according to the Office of State Fire Marshall's regulations.

F. The contractor shall submit a testing schedule for the all buildings thirty (30) days after award of the contract. The first testing shall be completed prior to April 30, 2008, and the second testing completed prior to September 31, 2008. The vendor shall not deviate from the testing schedule without prior approval from the state.

2. SERVICES TO BE RENDERED:

- A. Systems to be serviced
1. Smoke detector and fire alarm
 2. Sprinkler
 3. Range Hood

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SECTION 2 - SPECIFICATIONS FOR HOSPITALS

B. SCHEDULED INSPECTION AND TESTING:

1. The contractor will perform inspections, testing and calibration of all equipment to include peripheral equipment as required by the regulations stated herein.
2. It is the responsibility of the contractor to have someone sit at the Fire Alarm Panel during testing. You will be provided a key and an escort if necessary.
3. Equipment found to be operating improperly will be documented and brought to the attention of the Maintenance Superintendent of the facility and corrected, **if approved.**
4. Inspection and testing shall be scheduled with a minimum of three (3) days notice to assure a coordinated effort with the facility.
5. All quarterly inspections must be completed in a five (5) day period per facility.
6. Inspection shall be submitted in such form, as the State Fire Marshall shall prescribe.

Inspection and Maintenance Tag: An inspection and maintenance tag shall be affixed to the face of the system's main control after each completed inspection or test. The inspection and maintenance tag shall indicate the following:

- a. Location or identification of system;
 - b. Name, address, telephone number and license number of the fire alarm signaling/suppression systems company;
 - c. Date of inspection or maintenance visit;
 - d. Name and certificate number of employee responsible for the inspection or maintenance visit;
7. The first year of the contract will consist of sensitivity testing and the second year will consist of function testing.
 8. The contractor shall send or dispatch **ONLY** qualified/certified technicians to perform the inspections, repairs, or installations. The hospitals shall not be billed for service calls where it is found that the repairs were not made due to incompetent technicians.

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SECTION 2 – SPECIFICATIONS FOR HOSPITALS

C. **REPAIRS:**

If the facility requests the Contractor to make minor repairs, paragraph "E" and "F", shall apply.

The state of Delaware reserves the right to solicit competitive prices for any and all repair services or additional equipment. Additionally, repairs are not guaranteed to the Contractor. The decision on repairs will be determined by each Facility.

D. **UNSCHEDULED SERVICE:**

The cost of unscheduled service at other than normal working hours shall be the responsibility of the facility; however the contractor shall supply a rate structure for the cost as part of this bid.

The contractor shall provide a 24-hour answering service and assure a response time not to exceed 8 hours.

E. **PARTS:**

The contractor shall maintain an adequate inventory of necessary and customary parts in their service vehicles to make repairs on the initial visit in order to keep return visits to a minimum.

Replacement parts in excess of \$5.00 are not included as part of the agreement. Under **No** Circumstance shall billable parts be replaced without proper authorization.

The contractor shall inform the hospitals when repairs will be lengthy, due to unavailability of parts. If possible, get a letter from the manufacturer. See #G for contact information.

F. **TRAVEL TIME:**

Travel time and expenses are to be included as an integral part of the service and not billed separately.

G. **CONTACTS:**

The contractor shall leave one copy of the inspection report with the following individuals.

Emily P. Bissell Hospital – Dave Amalfitano (302) 995-8400 ext. 8403
Governor Bacon Health Center – William Yowell/Gwen Walker (302) 836-2550
Delaware Hospital F/T Chronically Ill – Rodney Holderbaum/Ike Henry – (302) 653-8556

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SECTION 2 - SPECIFICATIONS FOR HOSPITALS

H. **CONTRACTOR QUALIFICATIONS:**

1. The contractor shall possess a Class 1 license. Offers shall submit a copy of license with their proposal.
2. The State of Delaware may make such investigation as it deems necessary to determine the ability of the Contractor to furnish the required services, and the contractor shall furnish to the State such data as the State may request for this purpose. The State reserves the right to reject any offer if evidence submitted by or investigation of such contractor fails to satisfy the State that the contractor is properly qualified to deliver the services requested.

I. **TESTING SCHEDULE:**

The successful contractor shall submit a testing schedule for all of three (3) facilities within thirty (30) days after award of Contract.

J. **HOOD CLEANING SCHEDULE:**

The hood-cleaning schedule is as follows:

| | |
|-------------------------------------|--|
| DE Hospital for the chronically ill | After 7:00 p.m. – Cleaning shall be semi-annual (twice per year) |
| Governor Bacon Health Center | After 6:00 p.m. - Cleaning shall be semi-annual (twice per year) |
| Emily P. Bissell Hospital | After 7:00 p.m. – Cleaning shall be semi-annual (twice per year) |

K. **QUOTES:**

If repairs to the fire alarm or sprinkler systems are required, the contractor shall provide quotes within three days and send a copy to:

James Bunkley
Office of the State Fire Marshall
1537 Chestnut Grove Road
Dover, DE 19904-9610
Fax: (302) 739-3696

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SECTION 2 - SPECIFICATIONS FOR HOPSITALS

DELAWARE HOSPITAL F/T CHRONICALLY ILL
100 Sunnyside Road
Smyrna, DE 19977

| <i>EQUIPMENT DESCRIPTION</i> | <i>QUANTITY</i> |
|---------------------------------------|------------------------|
| Area Smoke Detector | 505 |
| Duct Smoke Detector | 13 |
| Manual Pull Station | 40 |
| Heat Detector | 79 |
| Alarm Bell | 79 |
| Remote Annunciator | 8 |
| Sprinkler System Control Valve System | 9 |
| Storage Battery | 20 |
| Fire Alarm Control Panel | 13 |
| Range Hood Systems | 2 |
| Edwards 4-Zone Air Handler Panel | 1 |
| Audio Visual Devices | 148 |
| Tamper Switches | 4 |
| Water Flow Switches | 4 |
| Door Holders | 47 |
| Stairwell Stand Pipes | 13 |

GOVERNOR BACON HEALTH CENTER
Delaware City, DE 19706

| <i>EQUIPMENT DESCRIPTION</i> | <i>QUANTITY</i> |
|-------------------------------------|------------------------|
| Simplex Fire Alarm Control Panel | 2 |
| 16 Zone Annunciator | 4 |
| 16 Zone Annunciator | 1 |
| 24 VDC Photoelectric Detector | 58 |
| Remote Flashing Lights | 28 |
| 4 VAC Horns | 10 |
| Manual Pull Stations | 15 |
| 197 degree heat Detectors | 2 |
| Water Flow Switch | 1 |
| Tamper Switch | 1 |
| Control Switch | 1 |
| Photoelectric Smoke Detector | 15 |
| Heat Detectors | 2 |
| Manual Stations | 6 |
| Water Flow Switch | 1 |
| Tamper Switch | 1 |
| Signaling Devices | 7 |
| Range Hood System | 1 |

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SECTION 2 – SPECIFICATIONS FOR HOSPITALS

**EMILY P. BISSELL HOSPITAL
3000 Newport Gap Pike
Wilmington, DE 19808**

| EQUIPMENT DESCRIPTION | QUANTITY |
|------------------------------|-----------------|
| Pull Stations | 35 |
| Heat Detectors | 18 |
| Smoke Detectors | 161 |
| Duct Smoke Detectors | 14 |
| Horns | 25 |
| Annunciators | 2 |
| Visual Signals | 25 |
| Water Flow Switch | 3 |
| Range Hood System | 1 |
| Tamper Switches | 4 |
| Fire Alarm Control Panel | 3 |
| Fire Door Holders | 30 |

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SECTION 3

SPECIFICATION FOR DEPARTMENT OF CORRECTIONS

CLEANING OF HOODS AND VENTS ONLY

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THE CLEANING OF HOODS AND VENTS

SECTION 3 - SPECIFICATIONS FOR DOC

I. ADDITIONAL DOC SECURITY REQUIREMENTS AND PROCEDURES

1. REQUIREMENTS

The correctional facility has issued regulations to be observed by all Contractors, their subcontractors (if any) and employees and other firms providing services for or otherwise assigned to or working on the Project in order to minimize disruption to prison operations, maintain security and to facilitate the construction process. While working inside the prison facilities on a regular or occasional basis, it must be clearly understood that prison security requirements will at all times take precedence over construction operations. The Contractor shall comply with all such regulations and consider the regulations when preparing their bid.

2. WORKING AT A DEPARTMENT OF CORRECTION FACILITY

- a. In order for the Department of Correction (DOC) to ensure security on the job site, the Prime Contractor shall submit a list of all proposed workers who will be working on the site, to the **Food Service Director** including their name, social security number, age, sex, race and date of birth. This list shall include all sub-contractors (if any), and any vendors requiring access to within the secure perimeter of the facility.
- b. Workmen will not be permitted on the campus without approval.
- c. All tools, equipment, supplies, etc., shall be removed from the compound building daily.
- d. Proper construction clothing is required. Short pants are not permitted.
- e. Contractors shall include, in their bid, a sufficient amount of time to enter and depart the facility in a given day. As an example of past projects at a Department of Correction site, it takes between one half to one hour to enter or leave the facility.
- f. Contractor is also advised that only limited movement will be permitted while inside the compound.
- g. Contractors are requested to notify the Director of custody of Operations upon the termination of worker's services in order that the identification card on file can be pulled and rendered inactive.
- h. Completion of background check ("A" Short Form) is required for all employees who will be working in any DOC facility (see next page for "A" Short Form).

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**A" SHORT FORM
DELAWARE DEPARTMENT OF CORRECTION
LIST OF PERSONNEL FOR BACKGROUND CHECK
FOR ON-SITE WORK**

DATE: _____

CONTRACTOR: _____

ADDRESS: _____

PHONE/FAX: _____

CONTRACT NAME/NO: _____

| NAME | RACE | DATE OF BIRTH | SSN | DRIVER'S LICENSE NO. |
|------|------|------------------|-----|-------------------------|
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SECTION 3 - SPECIFICATIONS FOR DOC

II. SPECIAL PROVISIONS

3. CONTRABAND/TOOL CONTROL

- a. Title 11, Section 1256 of the Delaware Code specifies that,

“A person is guilty of promoting prison contraband when: (1) they knowingly and unlawfully introduces any contraband into detention facility, or (2) being a person confined in a detention facility, he knowingly and unlawfully makes, obtains, or possesses any contraband.
- b. No one may introduce into or possess on the grounds of any institution of any of the following, which are considered to be contraband except as noted.
 - 1. Any intoxicating beverage.
 - 2. Tobacco or paraphernalia
 - 3. Any narcotic, hypnotic, barbiturate, hallucinogenic drug, central nervous stimulant or prescription drug except as authorized or approved by an institution affiliated physician.
 - 4. Any firearm or instrument customarily used or designed to be used as a dangerous weapon, or an explosive device, except as authorized or approved by an institution and/or Departmental Administration.
 - 5. Any instrument that may be used as an aid in attempting an escape.
 - 6. Hypodermic needle, syringe, or other article, instrument or substance specifically prohibited by the institution administration except as authorized.
 - 7. An article of State property for the purpose of removing it from State property without authorization from administrative or supervisory personnel.
- c. In addition to above, no inmate may possess:
 - 1. Any tool, instrument or implement which could be used as a dangerous weapon except as are assigned by and used under the supervision of authorized personnel.
 - 2. Money.
 - 3. Inmates are not permitted to franchise with the public or contractors.
- d. Private Contract Repair and Maintenance Workers: Private contracted or contract maintenance workers by, or under contract to perform services, maintenance repair or construction within the institution must complete an inventory listing of all tools, tool boxes and related equipment prior to admittance into the Institution. A staff member as so assigned must escort tradesmen or other non-employee workers while in the facility. At entry control points vehicles and personnel will be searched, to include any tools or relating equipment. No tools will remain on the work sites upon departure. Activities must be performed as authorized with proper security and safety precautions.
- e. Classification of Tools: It is difficult to classify every specific tool. However, the classification of tools can be determined according to the following categories.

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SECTION 3 - SPECIFICATIONS FOR DOC

II. SPECIAL PROVISIONS (continued)

1. Restricted tools are items that can be used by inmates either in effecting an escape or causing date or serious injury. The following tools are typical examples:
 - a. Diamond-point drills
 - b. Ice picks
 - c. Hones and sharpening stock.
 - d. Metal cutters, blades
 - e. Bolt cutters
 - f. Cleaners
 - g. Cutting torches
 - h. Electric drills, portable
 - i. Electric bench and portable grinders
 - j. Files
 - k. Gear pullers
 - l. Diamond point and regular hacksaw blades.
- f. Lost or stolen tools must be reported to security of the Department of Correction.
- g. Broken saw blades must be removed from the property (not left or discarded on site.)

4. GENERAL REQUIREMENTS

- a. When workers are finished for the day, all tools will be accounted for by the worker and escorting officer.
- b. Workers, once entering controlled areas, are not permitted to wander from the work area. Should a worker need to go to another area, he/she will be escorted by an officer.
- c. Should work require more than one day to complete the job, permission to construct and use temporary storage facilities is solely at the discretion of the prison authorities. The facility will not accept responsibility for any loss or damage to materials left on site. All tools and equipment should be removed daily.
- d. It is essential that construction operation and debris removal be conducted in a manner to assure that materials which might be used as weapons do not fall into the hands of inmates.
- e. Anything of unusual nature as loss of key, identification cards, tools, piping, etc., shall be reported immediately to the escorting officer.
- f. In the event that construction requires the description of plumbing, electrical power, etc., the Director of Custody of Operations must receive at least twenty four (24) hours advance notice in order to preserve security and not to disrupt routine activities. When temporary shutdown of service is unavoidable, the work shall be complete at night during a time when the institution's routine will not be interfered with.
- g. Workers shall be subjected to all rules and regulation and shall comply with the escorting officers' instruction accordingly.

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SECTION 3 - SPECIFICATIONS FOR DOC

II. SPECIAL PROVISIONS (continued)

5. SPECIAL REQUIREMENTS:

- a. Materials shall be moved through the buildings using rubber tire vehicles which shall be properly controlled at all times to avoid damage to existing walls, floors, and ceiling surfaces, including doors and door and/or window frames.
- b. Water damage will not be tolerated and it is incumbent upon the contractor to take all steps necessary to keep the existing premises dry at all times.

6. SITE SECURITY:

- a. The following regulations must be observed by all persons having any association with the construction of this project (employees, subcontractors, workmen, service men, manufacturer's representative, etc.):

1. Photo Identification Card

- a. Each trade subcontractor shall submit a list of workers who will be on site. The list will contain the following information on each employee:

- 1.Name;
- 2.Date of Birth;
- 3.Badge or ID Number;
- 4.Address

- b. Each trade subcontractor will pick up the photo identification cards at the Main Gate (where they will be secured when not in use). He will transport the identification cards and issue the identification card upon arrival of the construction workers (after identifying the worker). The cards will be collect at the end of the day and returned to the Main Gate.

2. Assigning Men to the Site

- a. Each trade subcontractor shall notify the Maintenance Superintendent twenty four (24) hours in advance, but not later than 12:00 Noon, on the previous work day before sending men to the project site, so an officer can be assigned to accompany all his personnel.

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SECTION 3 - SPECIFICATIONS FOR DOC

II. SPECIAL PROVISIONS (continued)

3. Tools and Materials

- a. No tools or materials shall be left unguarded at any time, and they shall be removed from the working areas at the end of each working day or at anytime the workmen and assigned officer leave the area.

4. Prison Records

- a. Where a workman or representative visiting the institution has a prison record, the trade subcontractor shall be responsible for obtaining the particulars concerning his record, and notifying the institution at least seventy two (72) hours in advance of his visit. The institution will then notify the trade subcontractor and give or deny permission for that person to enter the institution. Any workman denied entrance to the institution must be replace by the trade subcontractor or subcontractor at no additional cost.

5. Workmen Lunch Area/Searches

- a. Workmen will be expected to stay in their respective working areas during their lunch period, unless leaving the grounds is permitted.
- b. All workmen will be expected to submit to a search of themselves, their toolboxes, lunch containers, and/or their vehicles at any time, if the search is deemed necessary.

6. Prohibited Items

- a. The following items are prohibited from being brought onto the prison grounds and construction site:
 - 1. Alcoholic beverages and drugs;
 - 2. Tobacco Products
 - 3. Explosive and firearms.

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II. SPECIAL PROVISIONS(continued)

7. Working Dress and Workmen:

- a. Workmen will maintain proper attire while working at the institution.
8. It is forbidden to aid or abet the escape of any inmate, or to advise, connive or assist in any escape, or to conceal any inmate after escape, or withhold information pertaining thereto. Violation of this prohibition can result in prosecution and the law provides for punishment of fine and imprisonment.
9. It is likewise strictly forbidden to bring into or take out of the prison either for pay, or for favor, for any inmate, any article, without the proper authorization from the Maintenance Superintendent.
10. It is forbidden to roam at will throughout the prison. Workers are restricted to going directly to those places where the work is conducted and remaining away from all areas where they have no business to conduct.
11. It is prohibited to socialize, exchange pleasantries, or conduct business with inmates in traffic areas (hallways, center areas, etc.). Also no affectionate or intimate behavior between official visitors and inmates is permitted.
12. All automobiles are to be parked in a location designated by the Maintenance Superintendent. Parked vehicles must always have the ignition and doors locked.
13. No photographs may be taken without proper authorization. No public news releases may be given without similar authorization.
14. Escorting of any person, not previously approved, onto the prison grounds or into the prison is prohibited.
15. The offering and/or giving of any tips, gratuities, fees, etc. to any inmate and/or prison personnel is strictly prohibited.
16. The use of indecent, abusive, or profane language is forbidden anywhere on the prison property.
17. Civilian or other clothing should not be left carelessly in places where it may be acquired and worn by inmates.
18. In the event an acquaintance, friend, or relative of contractor's employee should be an inmate of the institution at which work is being conducted, it is advisable that you communicate this confidentially to the Maintenance Superintendent.

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II. SPECIAL PROVISIONS (continued)

19. Tools and Equipment Safety:

- a. Flammable Liquids: Maintain flammable liquid (e.g., gasoline, fuels, etc.) in secure containers at all times, in compliance with OSHA regulations.
- b. Tools: Maintain tools and related equipment (e.g. sprinkler heads, hydrants, wires, cables, ducts, manholes, posts, signals, alarm boxes, etc.) at all times.
- c. Powder Actuated Tools: Comply with Owner's Maintenance Superintendent direction for control of powder used and stored.

20. Construction Personnel Vehicle Parking:

- a. Parking spaces for privately owned vehicles operated by construction personnel may be limited.
- b. The Maintenance Superintendent will assign areas within the prison site for parking. Sufficient space will be provided to park privately owned vehicles operated by construction personnel on site.

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SECTION 3 - SERVICE SPECIFICATIONS FOR DOC

At the time of each servicing, a written report in triplicate shall be submitted to the using activity, which will include:

1. Name and address of agency or activity.
2. Date of Call.

The successful vendor must provide a Technical Service Representative who must be able to respond within 24 hours after a call (out of town calls will be made collect).

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SECTION 3 - SPECIFICATIONS FOR DOC

J. HOOD CLEANING SCHEDULE:

The hood-cleaning schedule is as follows:

| | |
|---|---|
| Delaware Correctional Center (DCC) Main Kitchen | After 7:00 p.m. – Cleaning shall be semi-annual (twice per year) |
| Infirmary (Located at the Delaware Correctional Center) | After 7:00 p.m. - Cleaning shall be annually (once per year) |
| MHU (Located at the Delaware Correctional Center) | After 7:00 p.m. – Cleaning shall be annually (once per year) |
| SHU (Located at the Delaware Correctional Center) | After 7:00 p.m. – Cleaning shall be annually (once per year) |
| Morris Community Correctional Center (MCCC) | After 6:00 p.m. – Cleaning shall be annually (once per year) |
| Sussex Correctional Institution (SCI) | After 7:00 p.m. – Cleaning shall be semi-annual (twice per year) |
| Sussex Work Release Center (SWRC) | After 7:00 p.m. – Cleaning shall be annually (once per year) |
| Howard Robert Young Correctional Institution (HRYCI) | After 7:00 p.m. – Cleaning shall be semi-annual (twice per year) |
| Delores J. Baylor Women's Correctional Institution (BWCI) | After 7:00 p.m. – Cleaning shall be semi-annual (twice per year) |
| Plummer Community Correctional Center (PCCC) | After 7:00 p.m. – Cleaning shall be annually (once per year) |
| John L. Webb Correctional Facility (WCF) | After 6:00 p.m. – Cleaning shall be annually (once per year) |

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SECTION 3 - SPECIFICATIONS FOR DOC

Delaware Correctional Center
1181 Paddock Road
Smyrna, DE 19977

| EQUIPMENT DESCRIPTION | QUANTITY |
|---------------------------------|-----------------|
| Main Kitchen Range Hood Systems | 3 |
| Infirmary Range Hood Systems | 1 |
| MHU Range Hood Systems | 2 |
| SHU Range Hood Systems | 1 |

Morris Community Correctional Center
300 Water Street
Dover, DE 19901

| EQUIPMENT DESCRIPTION | QUANTITY |
|------------------------------|-----------------|
| Kitchen Range Hood Systems | 1 |

Sussex Correctional Institution
P.O. Box 500
Georgetown, DE 19947

| EQUIPMENT DESCRIPTION | QUANTITY |
|------------------------------|-----------------|
| Kitchen Range Hood Systems | 2 |

Sussex Work Release Center
Route 6, Box 700
Georgetown, DE 19947

| EQUIPMENT DESCRIPTION | QUANTITY |
|------------------------------|-----------------|
| Kitchen Range Hood Systems | 1 |

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Howard Robert Young Correctional Institution
1301 E. 12th Street
Wilmington, DE 19801

| EQUIPMENT DESCRIPTION | QUANTITY |
|------------------------------|-----------------|
| Kitchen Range Hood Systems | 1 |

Delores J. Baylor Women's Correctional Institution
660 Baylor Boulevard
New Castle, DE 19720

| EQUIPMENT DESCRIPTION | QUANTITY |
|------------------------------|-----------------|
| Kitchen Range Hood Systems | 1 |

Plummer Community Correctional Center
38 Todds Lane
Wilmington, DE 19802

| EQUIPMENT DESCRIPTION | QUANTITY |
|------------------------------|-----------------|
| Kitchen Range Hood Systems | 1 |

John L. Webb Correctional Facility
200 Greenbank Road
Wilmington, DE 19808

| EQUIPMENT DESCRIPTION | QUANTITY |
|------------------------------|-----------------|
| Kitchen Range Hood Systems | 1 |

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SECTION 3 - SPECIFICATIONS FOR DOC

| INSTITUTION ADDRESSES | MISC. INFORMATION (A.K.A.) | CONTACT INFORMATION |
|---|------------------------------------|---|
| Delaware Department of Corrections Administrative Building- Food Services 245 McKee Road Dover, DE 19904 | Admin. Billing | Michael Knight 302-739-5601 (313) FAX 302-739-8219 Kristan Twigg 302-739-5601 (309) |
| Delaware Correctional Center 1181 Paddock Road Smyrna, DE 19977 | DCC MAIN KIT. INF MHU SHU | Christopher Klein 302-659-6622 FAX 302-659-6624 |
| Morris Community Correctional Center 300 Water Street Dover, DE 19901 | MCCC | Christopher Klein 302-659-6622 FAX 302-659-6624 |
| Sussex Correctional Institution P.O. Box 500 Georgetown, DE 19947 | SCI | Christopher Senato 302-856-5282 (5320) FAX 302-856-5185 |
| Sussex Work Release Center Route 6, Box 700 Georgetown, DE 19947 | SWRC | Christopher Senato 302-856-5282 (5320) FAX 302-856-5185 |
| Howard Robert Young Correctional Institution 1301 E. 12 th Street Wilmington, DE 19801 | HRYCI | Paul Downing 302-429-7758 FAX 302-429-7193 |
| Delores J. Baylor Women's Correctional Institution 660 Baylor Boulevard New Castle, DE 19720 | BWCI | Emanuel Walker 302-577-3004 FAX 302-577-5833 |
| Plummer Community Correctional Center 38 Todds Lane Wilmington, DE 19802 | PCCC | Emanuel Walker 302-577-3004 FAX 302-577-5833 |
| John L. Webb Correctional Facility 200 Greenbank Road Wilmington, DE 19808 | WEBB | Emanuel Walker 302-577-3004 FAX 302-577-5833 |

PROPOSAL REPLY SECTION

CONTRACT NO. GSS-MU-07-259-RP

Inspection, Testing & Calibration of the Fire Alarms and Sprinkler Systems & Cleaning of Hoods and Vents

Please complete the Non-Collusion Statement, the "APPENDIX A" pricing grid along with the requested number of copies, and the required documentation of this RFP, and return with your proposal in a sealed envelope clearly displaying the contract number to Government Support Services by Tue., December 4, 2007, 1:00 P.M. EST at which time bids will be opened.

A mandatory pre-bid meeting has been scheduled for Thurs., November 15, 2007, 10:00 a.m. in the Blue Hen Conference Room at Government Support Services 100 Enterprise Place, Suite 4 Dover, DE 19904. **This is a mandatory meeting.** If an offeror does not attend this meeting; they shall be disqualified and shall not be considered for further evaluation. If site inspections are desired the offeror shall make an appointment with the facility manager.

Proposals shall be submitted to:

**State of Delaware
Government Support Services
Contracting Section
100 Enterprise Place, Suite 4
Dover, DE 19904**

PUBLIC PROPOSAL OPENINGS

The public proposal opening insures the citizens of Delaware that contracts are being proposed fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the proposals at the time and place specified and the contract shall be awarded within ninety (90) days thereafter. The main purpose of the proposal opening is to reveal the name(s) of the offeror(s), not to serve as a forum for determining the apparent low offerors. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each proposal has been determined.

After receipt of a fully executed contract(s), the Delaware public and all offerors are invited to make an appointment with the contracting officer in order to review pricing and other non-confidential information.

NOTE: ONLY THE OFFEROR'S NAME AND ADDRESS WILL BE READ AT THE OPENING

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET
GOVERNMENT SUPPORT SERVICES
CONTRACTING SECTION
100 ENTERPRISE PLACE, SUITE 4
DOVER, DELAWARE 19904

NO PROPOSAL REPLY FORM

CONTRACT # GSS-MU-07-259-RP **CONTRACT TITLE:** Inspection, Testing & Calibration of the Fire Alarms and Sprinkler Systems & Cleaning of Hoods and Vents

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Offeror's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- _____ 1. We do not wish to participate in the proposal process.
- _____ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:

- _____ 3. We do not feel we can be competitive.
- _____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
- _____ 5. We do not wish to sell to the State. Our objections are:

- _____ 6. We do not sell the items/services on which Proposals are requested.
- _____ 7. Other: _____

FIRM NAME

SIGNATURE

_____ We wish to remain on the Offeror's List **for these goods or services.**

_____ We wish to be deleted from the Offeror's List **for these goods or services.**

10% BOND TO ACCOMPANY PROPOSAL
(NOT NECESSARY IF CERTIFIED CHECK IS USED)

KNOW ALL MEN BY THESE PRESENTS That _____ of
_____ of the County of _____ and State of _____ principal, and
_____ of _____ of the County of _____ and the
State of _____ as surety, legally authorized to do business in the State of Delaware, are
held and firmly bound unto the State of Delaware in the sum of _____ Dollars or _____ per cent
(not to exceed _____ Dollars) of amount bid on Contract No. _____ to be paid to said
State of Delaware for the use and benefit of the _____ of said State, for which
payment well

(hereinafter referred to as Agency)

and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, and
successors, jointly and severally for and in the whole, firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bounden principal
_____ who has submitted to said Agency of the State of Delaware, a certain
proposal to enter into a certain contract to be known as Contract No. _____, for the furnishing of
certain products and/or services within the said State of Delaware shall be awarded said Contract No.
_____, and if said _____ shall well and truly enter into and execute said Contract No.
_____ and furnish therewith such surety bond as may be required by the terms of said contract and
approved by said Agency, said contract and said bond to be entered into within twenty days after the date of
official notice of the award thereof in accordance with the terms of said proposal, then this obligation to be void
or else to be and remain in full force and virtue.

Sealed with _____ seal and dated this _____ day of _____ in the year of
our Lord two thousand and _____ (20____).

SEALED AND DELIVERED IN THE

Presence Of _____

Name of Bidder (Principal) (Seal)

Witness

_____ BY

_____ (Seal)

Corporate
Seal

Title

_____ BY

_____ (Seal)
Name of Surety

_____ (Seal)

Title

CONTRACT NO.: GSS-MU-07-259-RP
TITLE: Inspection, Testing & Calibration of the Fire Alarms and Sprinkler Systems
& Cleaning of Hoods and Vents
OPENING DATE: Tue. Dec. 4, 2007 1:00 p.m. EST

NON-COLLUSION STATEMENT

This is to certify that the undersigned offeror has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Government Support Services.

It is agreed by the undersigned bidder that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this Invitation to Bid including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Government Support Services.

COMPANY NAME _____ Check one)

| | |
|--------------------------|-------------|
| <input type="checkbox"/> | Corporation |
| <input type="checkbox"/> | Partnership |
| <input type="checkbox"/> | Individual |

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE
LICENSE NUMBER _____

| (circle one) | | | | (circle one) | | | | (circle one) | | | |
|---|------------|-----|----|--------------|-----|----|---------------|--------------|----|--|--|
| COMPANY CLASSIFICATIONS: CERT. NO. _____ | Women | Yes | No | Minority | Yes | No | Disadvantaged | Yes | No | | |
| | Business | | | Business | | | Business | | | | |
| | Enterprise | | | Enterprise | | | Enterprise | | | | |
| | (WBE) | | | (MBE) | | | (DBE) | | | | |

[The above table is for information and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL TO BE CONSIDERED

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

GOVERNMENT SUPPORT SERVICES

DEFINITIONS AND GENERAL PROVISIONS

The attached Definitions and General Provisions apply to all contracts and are part of each invitation to bid. The requirement to furnish a bid bond and performance bond is applicable unless waived in the Special Provisions. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Bidders or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

DEFINITIONS

Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

STATE: The State of Delaware

AGENCY: State Agency as noted on cover sheet.

DESIGNATED OFFICIAL: The agent authorized to act for the Agency.

BID INVITATION: The "bid invitation" or "invitation to bid" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

GENERAL PROVISIONS: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

BIDDER OR VENDOR: Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

PROPOSAL: The offer of the bidder submitted on the approved form and setting forth the bidder's prices for performing the work or supplying the material or equipment described in the specifications.

SURETY: The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the contractor's payments of all debts pertaining to and for his acceptable performance of the work for which he has contracted.

BIDDER'S DEPOSIT: The security designated in the proposal to be furnished by the bidder as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to him.

CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.

CONTRACTOR: Any individual, firm, or corporation with whom a contract is made by the Agency.

CONTRACT BOND: The approved form of security furnished by the contractors and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

SECTION A - GENERAL PROVISIONS

1. **BID INVITATION:**

See "Definitions".

2. **PROPOSAL FORMS:**

The invitation to bid shall contain pre-printed forms for use by the vendor in submitting his bid. The forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, etc.

3. **INTERPRETATION OF ESTIMATES:**

- a. The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal form are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.
- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.

4. **SILENCE OF SPECIFICATIONS:**

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

5. **EXAMINATION OF SPECIFICATIONS AND PROVISIONS:**

The bidder shall examine carefully the proposal and the contract forms for the material contemplated. The bidder shall investigate and satisfy himself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of the Special Provisions and the contract. The submission of a proposal shall be conclusive evidence that the bidder has made examination of the aforementioned conditions.

6. **PREPARATION OF PROPOSAL:**

- a. The bidder's proposal shall be written in ink or typewritten on the form provided.
- b. If items are listed with a zero quantity, bidder shall state unit price **ONLY** (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

7. **PRICES QUOTED:**

The prices quoted are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract.

8. **DISCOUNT:**

No qualifying letter or statements in or attached to the proposal, or separate discounts will be considered in determining the low bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into unit bid price(s).

9. **SAMPLES OR BROCHURES:**

Samples or brochures may be required by the agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

10. **DELIVERY OF PROPOSALS:**

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the bidder as well as the designation of the contract. Proposals forwarded by U.S. Mail shall be sent first class to the address listed below. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the address listed below. All bids must clearly display the bid number on the envelope.

**STATE OF DELAWARE
GOVERNMENT SUPPORT SERVICES
100 ENTERPRISE PLACE, SUITE 4
DOVER, DE 19904**

All proposals will be accepted at the time and place set in the advertisement. Bidder bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

11. **WITHDRAWAL OF PROPOSALS:**

A bidder may withdraw his proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

12. **PUBLIC OPENING OF PROPOSALS:**

The bids shall be publicly opened at the time and place specified by the Agency. Bidders or their authorized representatives are invited to be present.

13. PUBLIC INSPECTION OF PROPOSALS:

If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions. The bidder shall include with this designation a statement that explains and supports the firm's claim that the bid items identified as confidential contain trade secrets or other proprietary data.

14. DISQUALIFICATION OF BIDDERS:

Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of his proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among bidders.
- c. Unsatisfactory performance record as evidenced by past experience.
- d. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- e. If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- f. Non-attendance of mandatory pre-bid meetings may be cause of disqualification.

SECTION B - AWARD AND EXECUTION OF CONTRACT

1. CONSIDERATION OF BIDS:

The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to advertise for new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

2. MATERIAL GUARANTY:

Before any contract is awarded, the successful bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

3. AWARD OF CONTRACT:

Within thirty days from the date of opening proposals, the contract will be awarded or the proposals rejected.

4. EXECUTION OF CONTRACT:

The bidder to whom the award is made shall execute a formal contract and bond within twenty days after date of official notice of the award of the contract.

5. WARRANTY:

The successful bidder(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

6. THE CONTRACT(S):

The contract(s) with the successful bidder(s) will be executed with the Insert Department and Division acting for all participating agencies.

7. RETURN OF BIDDER'S DEPOSIT:

The deposits shall be returned to the successful bidder upon the execution of the formal contract. The deposits of unsuccessful bidders shall be returned to them immediately upon the awarding of the contract or rejection of their bids.

8. INFORMATION REQUIREMENT:

The successful bidder's shall be required to advise the Insert Department and Division of the gross amount of purchases made as a result of the contract.

9. CONTRACT EXTENSION:

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months.

10. **TERMINATION FOR CONVENIENCE:**

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of termination.

11. **TERMINATION FOR CAUSE:**

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

SECTION C - GENERAL

1. AUTHORITY OF AGENCY:

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Agency shall be final and binding.

2. LAWS TO BE OBSERVED:

The contractor is presumed to know and shall strictly comply with all National, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The contractor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by himself or by his employees.

3. PERMITS AND LICENSES:

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the contractor at his own expense.

4. PATENTED DEVICES, MATERIAL AND PROCESSES:

- a. The contractor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.
- b. The contractor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

5. EMERGENCY TERMINATION OF CONTRACT:

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the contractor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

6. **TAX EXEMPTION:**

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the contractor. Each bidder shall take his exemption into account in calculating his bid for his work.

7. **OR EQUAL (PRODUCTS BY NAME):**

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

8. **INVOICING:**

After the awards are made, the agencies participating in the bid may forward their purchase orders to the successful bidder(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an invoice from the vendor.

SECTION D - EQUAL OPPORTUNITY

1. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS:

During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color, sex, age, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, or national origin.
- c. The term "contractor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

Revised 01/16/07



State of Delaware

Office of Minority and Women Business Enterprise Certification Application



Complete application and mail to:

Office of Minority and Women Business Enterprise (OMWBE)
Haslet Armory
122 William Penn Street
Dover, DE 19901
Telephone: (302)739-4206 Fax: (302)739-1965
Email: deomwbe@state.de.us
Website: www.state.de.us/omwbe

Important Information Please Read!

Is my firm eligible?

A minority and/or women owned business (sole-proprietorship, partnership, corporation or joint venture) must meet the following criteria:

- a) Minority groups include: African Americans, Asian/Pacific Americans, Hispanic Americans, Native Americans, and Subcontinent Asian Americans.
 - b) At least 51 percent owned, controlled and actively managed by minority group members or by women.
 - c) Serving a for profit business with “useful business functions.”
- An out-of-state company must first **be certified in its home state** before it can be considered for certification in Delaware. This must be a state-level certification, if available.
 - There is no fee for processing your application. In addition, free assistance is available. If you have questions about the application or your company’s qualifications, call (302)739-4206.
 - If your business is certified by **Delaware Department of Transportation (DelDOT) City of Wilmington, Minority Supplier Development Council (MSDC), Women Business Enterprise National Council (WBENC) and located in Delaware**, there is a specialized shortened application. You must also attach a copy of your certification and mail all documents to the OMWBE.
 - Also, please note that it is extremely important to provide other certifying agency documentation. This can expedite the certification process.

Document Request checklist

- Unless otherwise indicated, copies of documents are sufficient.
- **Any deficiency may delay the certification process.**
- **Certification generally takes four to six weeks.**
- **An on-site visit.** *(The OMWBE office may schedule an on-site visit once the completed application and appropriate supporting documentation have been received).*

| Documents to attach to your application | Sole Prop | Part/ LLP | Corp/ S-Corp | LLC | OMWBE Use |
|--|------------------|------------------|---------------------|------------|------------------|
| Notarized Minority and Women Business Enterprise Affidavit form | Yes | Yes | Yes | Yes | |
| Copy of birth certificate, permanent resident card, passport or tribal memberships | Yes | Yes | Yes | Yes | |
| Last two years of your firm's tax returns (gross receipts). If not available, last two years W2 and/or 1099 forms for all owners, directors, officers and senior management. | Yes | Yes | Yes | Yes | |
| Copy of MBE/WBE certification from home state, if company headquarters are not in Delaware. (must be a state level certification, if available) | Yes | Yes | Yes | Yes | |
| Copies of any relevant licenses, certificates of training and degrees held by the company or its owners/employees | Yes | Yes | Yes | Yes | |
| Partnership Agreement, including any amendments, buy-out rights as well as any profit sharing arrangements | | Yes | | | |
| Articles of Incorporation with all amendments | | Yes | | | |
| Minutes of the last annual shareholders meeting | | Yes | | | |
| By-laws and By-law Amendments | | Yes | | | |
| Copy of most recent Stock Ledger | | Yes | | | |
| Copy of Certificate of Organization | | | | Yes | |
| Copy of Operating Agreement | | | | Yes | |

Delaware Minority and/or Women Business Enterprise Certification

Certification Application

The following is the application for Minority and/or Women Business Enterprise (MWBE) certification with the State of Delaware. All questions must be answered. Please type or print clearly.

Questions that do not apply to your firm should be marked N/A in the space provided.

The Affidavit on page 14 must be signed and notarized by a Notary Public. Faxed copies of the Affidavit will only be accepted if the notary seal has the stamped seal with the expiration date visible. Otherwise, mail the original Affidavit with the raised seal to our office.

Please return the completed application with signature and required notarization to the address below:

**Office of Minority and Women
Business Enterprise
Haslet Armory
122 William Penn Street
Dover, DE 19901**

Phone: (302) 739-4206

Fax: (302) 739-1965

Web site: www.state.de.us/omwbe

Definitions

Minority and/or Women Business Enterprise

A Minority and Women Business Enterprise is a business that is at least 51 percent owned, controlled and actively managed by minority and/or women group members who are United States citizens or persons lawfully admitted to the United States for permanent residence.

The business must be a for-profit business and currently be performing a useful function.

Minorities – United States citizens or permanent residents who are African Americans, Asian/Pacific Americans, Hispanic Americans, Native Americans, Subcontinent Asian Americans, or as defined herein:

African (Black) Americans. All persons having origins from any of the Black groups of Africa and all persons having origins in any of the original peoples of the Cape Verde Islands.

Asian/Pacific Americans. All persons having origins from any of the original peoples of the Far East, Asia, or the Pacific Islands, including China, Japan, Korea, Samoa, Philippine Islands, and Hawaii. Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas.

Hispanic Americans. Persons having origins from any of the Spanish-speaking peoples of México, Puerto Rico, Cuba, Central or South America, or the Caribbean Islands.

Native Americans. All persons having origins from the original peoples of North America and who are recognized as Native Americans by a tribe or tribal organization.

Subcontinent Asian Americans. All persons whose ancestors originated in India, Pakistan or Bangladesh.

Certification - A determination by the OMWBE that a for-profit business entity is a Minority Business Enterprise (MBE) and/or Women Business Enterprise (WBE).

Definitions

Ownership

The minority or woman ownership interest in the firm must be real, substantial and continuing and shall go beyond the pro forma ownership of the business as reflected in its ownership documents. The minority and women owners shall enjoy the customary incidents of ownership and shall share in the risks and profits commensurate with their ownership interest as demonstrated both by an examination of the substance and form of arrangements.

Control

Control will be exemplified by possession of the requisite knowledge and expertise to run the particular business. Control includes the authority to determine the direction of a business, including but not limited to capital investments and all other financial transactions; property acquisitions; day-to-day decisions; contract negotiations; legal matters; selection and hiring of officers, directors, and employees; operating responsibility; cost-control; income and dividend matters; and the rights of other shareholders or partners.

The minority and/or women owners must hold the highest officer position in their companies, example chief executive officer or president.

The minority and/or women must demonstrate that they possess the experience, expertise and knowledge to operate their particular types of business.

Expertise limited to office management, administration, or bookkeeping functions unrelated to the principal business activities of the company is insufficient to demonstrate control. Women and/or minority owners must also verify that they hold any licenses or certification required by the type of business in which they are engaged.

Definitions

Minority Business Enterprise (MBE) - A for profit business in which at least 51% of the beneficial ownership interest and control are held by a minority or minorities. In the case of a corporation, minorities must hold at least 51% of voting interest.

Minority & Women Business Enterprise (MWBE) - A for-profit business in which at least 51% of beneficial interest and control is held by minority women or by an equal combination of minorities and women. In the case of a corporation, women and minorities must also hold at least 51% of voting interest.

Women Business Enterprise (WBE) - A for-profit business in which at least 51% of beneficial interest and control is held by women. In the case of a corporation, women must also hold at least 51% of the voting interest.

Useful Business Function

A useful business function is one, which results in the provision of materials, supplies, equipment or services to consumers in the State. A business acting as a conduit to transfer funds to a non-minority business does not constitute a useful business function unless doing so is a normal industry practice.

Benefits of Certification

Current certified minority and/or women owned firms are eligible to be listed in the State of Delaware Directory of Minority and Women Owned Businesses which is circulated to all state and local government agencies.

Recertification

At the ends of three years from original certification date, firms must submit the recertification affidavit to remain actively visible in the State of Delaware's Minority and/or Women Business Enterprise database.

Eligibility

A minority and women owned business (sole-proprietorship, partnership, corporation or joint venture) must meet the following criteria:

- a) Belong to a minority group: African Americans, Asian/Pacific Americans, Hispanic Americans, Native Americans, and Subcontinent Asian Americans. *(Please reference above definitions)*
- b) At least 51 percent owned, controlled and actively managed by minority group members or by women.
- c) Serving a for profit business with "useful business functions." *(Please reference above definitions)*

Reasons for denial *(please note the below may include but not be limited to)*

- a) A business located in a state other than Delaware must first obtain state-level certification in its home state, if such certification is available. "Home state" is defined as the state the company's headquarters are located.
- b) All securities, which constitute ownership and/or control of a corporation for the purpose of establishing it as a MWBE, must be held directly by minorities or women. No securities held in trust, or by a guardian for a minor, shall be considered as held by a minority or women in determining the ownership or control of a corporation.
- c) If the business operations do not reflect the ownership shown on paper.

- d) Firm is not a for-profit business
- e) Firm has provided false or misleading information
- f) Control will not be deemed to exist in cases of simple majority or absentee ownership, or when a non-minority/non-female owner or employee of the firm is disproportionately responsible for its operation.
- g) The firm shall not be subject to any formal or informal restrictions through, for example through, by-laws provisions, partnership agreements, or charter requirements for cumulative voting rights or otherwise that prevents the minority and women owners, without the cooperation or vote of any owner who is not a minority or women for making a business decision of the firm.
- h) If the owners of the firm who are not minorities or women are disproportionately responsible for the operation of the firm, then the firm is not controlled by minorities and shall not be considered as MWBE within the meaning of the definition. Where the actual management of the firm is contracted out to individuals other than the owner, those person who have the ultimate power to hire and fire the managers, can, for the purpose of this
- i) The certification application was submitted incomplete.

How to Apply

- Applications and additional information are available by calling the Office of Minority and Women Business Enterprise at (302) 739-4206 or visiting the web site www.state.de.us/omwbe
- Complete an application for certification and provide required documentation (ethnic status of minority owner(s), financial records, on-going business activity, etc.)
- Provide access to its business facilities and key personnel for state certification on-site visit.

WHERE TO APPLY:

Submit completed applications to:
Office of Minority and Women Business Enterprise
Haslet Armory
122 William Penn Street
Dover, DE 19901

Frequently Asked Questions

Q: Does certification cost money?

A: No

Q: Are there any set asides for MWBEs?

A: No

Q: Does my certification expire?

A: At the end of three years from original certification date.

Q: Will I be notified of all procurement opportunities?

A: No, however, the OMWBE will continue to research bid opportunities and assist in your effort. We are consistently working on ways to improve communication but strongly encourage you to visit the respective resources.

Q: What is the best way to communicate with the OMWBE?

A: Email. Please check your email daily for procurement opportunities.

Q: Do I have to register with any other agency?

A: Yes. There are multiple agencies that have their own bidders list. Please check OMWBE's web site for each respective agency. For example, Government Support Services and the Department of Technology and Information have vendor registration processes.

State of Delaware Minority and/or Women Business Enterprise Application
All completed applications must be returned with the appropriate requested documents listed.

Please type or print clearly

OMWBE use only: Application Date:

Mail application to:
Office of Women and Minority Business Enterprise
Haslet Armory
122 William Penn Street
Dover, DE 19901

If you have any questions regarding the completion of this application, please contact us at (302) 739-4206.

**Note – This section must be filled out in its entirety for the application to be processed.
Incomplete applications will not be processed.**

| | | | | |
|--|-------------------------------|---------------------------------|--------------------------------------|--------------------------------|
| 1. Business Name(s), Contact Information, Federal Employee Identification Number or Social Security Number(EIN/SSN) | | | | |
| Legal Name of Firm: | | | | |
| Doing Business As (If applicable): | | | | |
| Federal E.IN or SSN: | | E-Mail Address: | | |
| Address line 1: | | | | |
| Address line 2: | | | | |
| City | | State | Zip Code | Country |
| | | | | |
| Telephone Number: | | Extension: | Fax Number: | |
| Company Web Site Address: | | | | |
| Corp <input type="checkbox"/> | LLC* <input type="checkbox"/> | S Corp <input type="checkbox"/> | Partnership <input type="checkbox"/> | LLP** <input type="checkbox"/> |
| Sole Proprietor <input type="checkbox"/> | | | | |
| Joint Venture <input type="checkbox"/> | | | | |
| Date firm was established? | | | | |
| Date firm began doing business (date of first contract or sale) | | | | |

* Limited Liability Corporation

** Limited Liability Partnership

| | | | | |
|--|--|---------------|-------------|--------------------|
| 2. Primary owner applicant information | | | | |
| Name: | | Title: | | |
| Home Address: | | City: | State: | Zip Code: Country: |
| Telephone Number: | | Extension: | Fax Number: | |
| E-Mail Address: | | | | |
| Date owner acquired controlling interest? | | | | |
| Sex: <input type="checkbox"/> M <input type="checkbox"/> F | | Ethnic Group: | | |
| U.S. Citizen or Permanent Resident: <input type="checkbox"/> No <input type="checkbox"/> Yes | | | | |

| | | | |
|---|--|---|--|
| 3. Firm is applying as: | | | |
| Minority Business Enterprise | | Women Business Enterprise | |
| <input type="checkbox"/> African American | <input type="checkbox"/> Asian American | <input type="checkbox"/> African American | <input type="checkbox"/> Asian American |
| <input type="checkbox"/> Hispanic American | <input type="checkbox"/> Native American | <input type="checkbox"/> Hispanic American | <input type="checkbox"/> Native American |
| <input type="checkbox"/> Subcontinent Asian | <input type="checkbox"/> Other | <input type="checkbox"/> Subcontinent Asian | <input type="checkbox"/> White American |
| | | <input type="checkbox"/> Other | |

| | | | | | |
|--|----|----|----|----|----|
| 4. Describe, in detail, what product(s) and/or services your business provides. Attach additional pages and/or the company's catalog or inventory list, if needed. | | | | | |
| | | | | | |
| 5. Five digit North American Industry Classification System (NAICS) Code(s): (To assist you in determining your NAICS Code(s) go to www.census.gov/naics) | | | | | |
| 1. | 2. | 3. | 4. | 5. | 6. |

| | | |
|---|---|--------------------------------|
| 6. Type of Business | | |
| <input type="checkbox"/> Building trade | <input type="checkbox"/> Manufacturer | <input type="checkbox"/> Other |
| <input type="checkbox"/> Consultant | <input type="checkbox"/> Supplier | |
| <input type="checkbox"/> Generalized service | <input type="checkbox"/> Highway Construction | |
| <input type="checkbox"/> Licensed professional services | | |

| 7. Provide the following information for: 1) all business owners, 2) corporate directors (if incorporated), 3) officers, and 4) senior management. If more space is needed, attach additional pages. | | | | |
|---|-------|----------------|--------|-----------|
| Name | Title | Date Appointed | Gender | Ethnicity |
| Officers of the Company | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Board of Directors | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

8. Is any owner or board member of the business, an owner or former owner of another firm engaged in the same or similar type of enterprise?

☐ No ☐ Yes (If yes, identity below)

9. Are there any written, oral, or implied agreements between persons associated in any manner with the firm concerning its ownership and/or operation? (check one) ☐ No ☐ Yes

10. Please list the gross receipts of last two years

| | |
|------------------|-----------------|
| (A) Year Ending: | Gross Receipts: |
|------------------|-----------------|

| | |
|------------------|-----------------|
| (B) Year Ending: | Gross Receipts: |
|------------------|-----------------|

11. Number of employees

Full time:

Part time:

Seasonal (approximate):

12. List names and titles of persons who perform the following functions. If more than one, indicate what percent each person handles.

| | Name | Ethnicity | Gender |
|---|------|-----------|--------|
| Financial Decisions | | | |
| Estimating & Bidding | | | |
| Negotiating & Contract Execution | | | |
| Personnel Management | | | |
| Field/Production Operations Supervisor | | | |
| Office Management | | | |
| Marketing/Sales | | | |
| Purchasing of Major Equipment | | | |
| Authorized to Sign Company Checks (for any purpose) | | | |

| | | |
|---|------|----------|
| 13. Identify persons or firms who provide Legal, Accounting, and Banking services: | | |
| Attorney: | | Contact: |
| Phone: | Fax: | Email: |
| Address: | | |
| Accountant: | | Contact: |
| Phone: | Fax: | Email: |
| Address: | | |
| Bank: | | Contact: |
| Phone: | Fax: | |
| Address: | | |

| |
|---|
| 14. If the business is a corporation or LLC, please list the following information: |
| a. Total shares authorized: |
| b. Total shares issued to date: |
| c. Are there any restrictions that limit the voting rights of ethnic minority group members, who are shareholders, within the By-laws or Articles of Incorporation, or any other documents? <input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, please explain below) |
| |

| | | |
|--|------|--------|
| 15. List the three largest contracts or sales completed by the firm during the last three years. List each customer's name and company or organization, the dollar amount of each contract or sale, and the date completed. If any are subcontracts, provide the name of the firm to which you subcontracted. | | |
| 1. Company or Individual: | | |
| Address, City, State: | | |
| Phone: | Fax: | Email: |
| Description & Amount: | | |
| 2. Company or Individual: | | |
| Address, City, State: | | |
| Phone: | Fax: | Email: |
| Description & Amount: | | |
| 3. Company or Individual: | | |
| Address, City, State: | | |
| Phone: | Fax: | Email: |
| Description & Amount: | | |

16. Has this firm or other firm(s) owned by any of its current owners or officers ever been denied certification by the OMWBE or any other certifying entity (check one)? ☐ No; ☐ Yes (If yes, provide the name of the certifying organization and the reason(s) given for denial, below. Attach copies of any relevant documents (letters, appeal documents, etc.).)

17. Debarment

Is this company, or any other company owned in full or part by any of this company's owners and/or officers, currently debarred from doing business with the State of Delaware? ☐ No; ☐ Yes.

18. Is the Business certified as a M/W/BE with any other certifying agency? If yes, provide the name(s) of the certifying organization(s), below, and attach letters or other documents verifying such certification.

☐ No ☐ Yes

| Name | Date Certified | Expiration Date |
|------|----------------|-----------------|
| a. | | |
| b. | | |
| c. | | |
| d. | | |
| e. | | |
| f. | | |

19. How did you hear about the Office of Minority and Women Business Enterprise:

| | |
|--|---|
| <input type="checkbox"/> OMWBE staff speak at an event sponsored by another organization | <input type="checkbox"/> OMWBE staff at a trade show or expo |
| <input type="checkbox"/> OMWBE's web site | <input type="checkbox"/> Materials published by OMWBE |
| <input type="checkbox"/> Referred by another organization | <input type="checkbox"/> Referred by the owner of an MBE or WBE |
| <input type="checkbox"/> Delaware state employee | <input type="checkbox"/> Other, please explain briefly: |
| | |

Optional Questions

You are not required to answer the following questions and the answers will not affect your company's eligibility for certification. However, the answers will help OMWBE to identify business opportunities that may be suited to your company. Answers may be estimated; exact figures aren't necessary.

| |
|---|
| For all companies |
| How many years has your company been conducting business with you as owner? |
| How many contracts, subcontracts, and/or sales has your company completed during the last 12 months? |
| What is the largest contract, subcontract, or sale your company completed in the past 24 months? |
| Has your company done any business with government? <input type="checkbox"/> No; <input type="checkbox"/> Yes |
| If yes, what level of government (check all that apply): <input type="checkbox"/> Federal; <input type="checkbox"/> State; <input type="checkbox"/> Local |
| Has your company done any business with government in the State of Delaware? <input type="checkbox"/> No; <input type="checkbox"/> Yes |
| Number of government contracts, subcontracts, or sales completed (estimate): |
| For Construction-Related Companies Only (not including suppliers of construction materials) |
| What is your company's bonding capacity? \$ (indicate "unknown" if you do not know) |
| What % of your business is direct contracting? |
| What % of your business is subcontracting? |

State of Delaware Minority and/or Women Business Enterprise Affidavit

Hereafter, "the Business" refers to

Business Name

I understand the illegal nature of receiving public or private funds or other property as a consequence of false representation as to the minority status of the business and do herein certify under penalty imposed by Delaware statutes that the information provided is correct and said information herein may be used for the purposes of certifying the business as a Minority and/or Women Business Enterprise. Any false representation will be grounds for denying certification or initiating decertification in the future.

I agree to make available for inspection to the MWBE office any such materials that may be required to substantiate the degree of minority and women ownership and control of the business. I agree to arrange for on-site inspections of the business' facilities in order to verify information provided in this document.

I agree to provide written information relative to any future change in ownership and/or management of the business to the MWBE office within two weeks of the occurrence of the change. I acknowledge that failure to timely submit required change of status documentation might result in the decertification of the business.

I understand that the certification expiration is three years following the initial date of certification. I further understand that the business must apply for recertification prior to the expiration.

Type or Print Name of Owner

Signature of Owner

Date

Title

Subscribed and sworn to before me this _____ day of
_____ a.d.

Month, Year

Signed _____
NOTARY PUBLIC IN AND FOR THE

County of _____

State _____

My Commission Expires _____

Date

Notary
Seal